

Montana State Workforce Innovation Board One-Stop Operator Agreement

The following One-Stop Operator Agreement (the Agreement) sets forth the terms of agreement for the Montana State Workforce Innovation Board (SWIB) and the Montana Department of Labor and Industry Job Service Operations Bureau (JSOB).

I. Purpose of Agreement

It is the purpose of this agreement to specify the role and responsibilities of the one-stop operator as they relate to implementing, managing and operating the one-stop system in the State of Montana under the Workforce Innovation and Opportunity Act. The designation of the one-stop operator has been agreed upon by the SWIB. The one-stop operator designated for the State of Montana is JSOB.

II. One-Stop Center Commitments

The one-stop operator will ensure that each one-stop center and affiliate sites operate in a manner that supports the operation policies and procedures of the SWIB and of the WIOA one-stop required partnerships. The organizations operating at, or in association with the one-stop center or affiliate, sign a Memorandum of Understanding (MOU) outlining their commitments. The MOU, at a minimum, include:

1. A description of services to be provided through the one-stop delivery system, including the manner in which the services will be coordinated and delivered through the system;
2. Agreement on funding the costs of the services and the operating costs of the system, including:
 - a. Funding of infrastructure costs of one-stop centers; and
 - b. Funding of the shared services and operating costs of the one-stop delivery system;
3. Methods for referring individuals between the one-stop operator and partners for appropriate services and activities;
4. Methods to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system;
5. The duration of the MOU and procedures for amending it; and
6. Assurances that each MOU will be reviewed annually, and if substantial changes have occurred, renewed, to ensure appropriate funding and delivery of services.

The MOU, infrastructure and resource sharing agreement for each required partner organization further defines the operational commitments. Each MOU will be tailored to the specific partner.

III. One-Stop Operator Role and Function

The one-stop operator must coordinate the service delivery of required one-stop partners and service providers. Within that role, the one-stop is responsible for ensuring that the integrated service delivery system at the one-stop centers and affiliates support SWIB policies related to oversight and implementation of the one-stop delivery system. Additionally, the one-stop operator is responsible for ensuring that the service delivery system at the one-stop centers and affiliates fully integrate the products, protocols, and quality standards that conform to the SWIB State Plan. The one-stop operator shall utilize the SWIB staff as the primary structure within which operational issues are identified, referred, and/or resolved.

The one-stop operator roles and responsibilities include but are not limited to the following:

1. Performing the specific responsibilities designated by the SWIB in carrying out the State Plan and integration initiatives.
2. Working with required partners within a one-stop center and/or system to function as a team to implement a fully integrated, system wide service delivery model.
3. Implementing the one-stop system policies and standards that operationalize the local WIOA Memorandum of Understanding for further integration efforts.
4. Continuously strive to achieve shared ownership for success of the customer and the system.
5. Collaborate with partners to benefit a range of jobseekers and workers, particularly those needing skill development opportunities to successfully attain their immediate and long-range employment goals.
6. Ensure that the one-stop center and affiliate partner staff and management share a common knowledge of the one-stop system, labor market, service providers, and partner programs, in addition to having expertise in the programs they operate.
7. Contribute to collective accountability for achieving system outcomes, in addition to an individual partner program's outcomes.
8. Ensure universal access for job seekers, workers and employers.
9. Serve as the liaison with SWIB on various initiatives and ensuring quarterly reports and updates to the SWIB regarding financial status, performance measures and system performance and results as well as an update on partner relationships.
10. Respond to customer and community needs and inquiries.

Operators are expected to use a decision making model to ensure that the needs and interest of the one-stop centers, affiliates and system are being met while also ensuring compliance with all laws, regulations, and policies that govern the one-stop system.

The SWIB will exercise its leadership and oversight role of the one-stop delivery system by formalizing a reporting mechanism to the SWIB that will hold the operator accountable for meeting SWIB expectations regarding roles, responsibilities and outcomes. The one-stop operator will report to the council on progress made toward meeting expectations through reports to the WIOA Committee, which will include such information in its reports to the full SWIB. Such reports will be made on a quarterly basis. The report will be documented in the WIOA Committee minutes.

IV. Duration of Agreement

The Agreement will commence on July 1, 2017, and shall remain in full force and effect until June 30, 2021 or until the Governor or chief elected official withdraw their agreement. This Agreement will be reviewed at a minimum of annually. The agreement will be distributed to the various one-stop partners at any time that it is changed or amended.

V. Dispute Resolution

WIOA one-stop partners, at times, may have a disagreement about some matter with a one-stop operator that falls outside the scope of the MOU and that they are unable to resolve. In this case, they can document the issue and the efforts they have made to resolve it and submit the documentation to the WIOA Committee. The WIOA Committee will meet with the parties involved in the dispute in order to attempt to resolve the issue. The WIOA Committee will issue a written recommendation for resolving the issue. In the event the recommendation from the WIOA Committee does not resolve the dispute, the documentation of the issue and the efforts made to resolve it will be referred to the Governor to resolve the issue.

VI. Amendment

This Agreement may be amended at any time by the written, signed consent of the parties.

VII. Severability

Should any part of the Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

VIII. Monitoring

The one-stop Operator will be formally monitored on an annual basis by entity contract by or designated by SWIB. The monitoring will be paid for by SWIB and monitoring finds will be delivered to both the one-stop operator and the SWIB. Corrective actions to deficiencies found will then be negotiated between the SWIB and the one-stop operator.

IX. Termination

Either party may terminate this agreement for any reason by providing written notice to the other party 30 days prior to the effective date of termination.

Termination for Cause: The SWIB may terminate the agreement if, after following the provisions set forth in this Agreement, it determines that the one-stop operator has failed in the performance of the covenants and obligations of the agreement. The SWIB shall notify the one-stop operator in writing of the termination and reasons for the termination, together with the effective date.

Termination for Convenience: Either party may, without cause, at any time during the term of this Agreement, terminate this Agreement by giving a written notice of its intention to terminate the Agreement upon a specific date. If the party giving the termination notice does not withdraw the notice in writing, this agreement shall terminate on the date specified upon expiration of a 30-day period from the date of the letter.

X. Authority

The undersigned officials are authorized to execute this Agreement on behalf of the parties. The undersigned entities bind themselves to the performance of this Agreement. It is understood that this Agreement shall not become effective until executed by both Parties involved.

X

Dave Crum
Chairman, Montana State Workforce Innovation ...

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Rhonda Huseby
Bureau Chief, Job Service Operations Bureau